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8 UNITED STATES BANKRUPTCY COURT
9 NORTHERN DISTRICT OF CALIFORNIA
10 SAN JOSE DIVISION
11

12 In Re:)	No. 21-50028 SLJ 7
)	
13 Evander Frank Kane,)	Chapter 7
)	
14)	
)	
15 Debtor,)	
)	
16)	
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17)	
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18)	
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19)	

20
21 OBJECTIONS BY PROFESSIONAL BANK TO DEBTOR'S
22 CLAIMED HOMESTEAD EXEMPTION
23

24 Creditor Professional Bank hereby objects to Debtor Kane's
25 claim for a homestead exemption.

26 Kane's Schedule C asserts a claimed homestead exemption of
27 \$600,000.

28 The house that is the subject of the claimed homestead

1 exemption was bought by a corporation called Lions Properties on
2 8/21/20 by a Grant Deed from DWC Development. Lions Properties is
3 a Florida corporation. DWC Development is apparently the builder
4 and/or developer of the house.

5 On the same date as the purchase of the real property by Lions
6 Properties, a Deed of Trust was recorded with Lions Properties as
7 the borrower for a loan of \$2,272,500 from a private party lender
8 called Pacific Private Money. Pacific Private Money refers to
9 itself as "alternative financing solutions" and some might call it
10 a "hard money lender" or other terms.

11 On 1/8/21, the corporation Lions Properties signed a
12 "Quitclaim Deed" to Evander Kane and Deanna Kane.

13 The Quitclaim Deed by Lions Properties to Kane does not
14 indicate what consideration was paid by Kane to Lions Properties
15 for the real property that is supposedly worth more than
16 \$3,000,000.

17 The next after that Quitclaim Deed by Lions Properties to
18 Kane, on 1/9/21, Evander Kane filed his bankruptcy case.

19 In Kane's bankruptcy case, he claimed a homestead exemption of
20 \$600,000 for the real property that one day earlier was owned by
21 Lions Properties.

22 Before 1/8/21, the real property was owned by Lion Properties,
23 not by Evander Kane.

24 It is unclear where the money came from for Lions Properties
25 to buy the real property initially and it is unclear what
26 consideration was paid by Kane to receive the Quitclaim Deed from
27 Lions Properties for that \$3,000,000+ property.

28 In Kane's bankruptcy case, Kane signed under penalty of

1 perjury and filed an initial Schedule C, and later an Amended
2 Schedule C, and both of them stated that he personally had owned
3 the house for more than 1,215 days.

4 The statement in Schedule C that Kane had owned the real
5 property for more than 1,215 days is clearly a false statement.
6 The truth is that Kane owned it for only 1 day before his
7 bankruptcy case was filed. Even Lions Properties had not owned it
8 for nearly 1,215 days, and had owned it for less than one year.

9 The transfer of ownership of the house by Lions Properties to
10 Kane 24 hours before Kane's bankruptcy filing has all of the
11 appearances of being fraudulent regarding creditors and an attempt
12 to create a homestead exemption where none could have existed. It
13 appears to be an attempt at the 11th hour before a bankruptcy
14 filing to "manufacture" a homestead exemption of \$600,000 that had
15 not existed at any point in the past.

16 With the real property ownership in the corporation Lions
17 Properties, there would be no homestead exemption at all. A
18 corporation does not get a homestead exemption for a house.

19 If Lions Properties is a corporation that is owned and
20 operated by Kane, as he appears to claim now, it appears that the
21 ownership by Lions Properties was done solely for the purpose of
22 hindering, delaying, and defrauding creditors. The obvious reason
23 to place one's house in the name of a corporation is to shield it
24 from the individual's creditors. That is the obvious reason for
25 an individual to place home ownership in a corporation. Kane has
26 not proven any other reason. The circumstances surrounding all of
27 this strongly indicate that defrauding creditors was the reason for
28 the 11th hour Quitclaim Deed, just as putting title in the name of

1 a corporation had been in 2020.

2 There should be no homestead exemption, for reasons set forth
3 herein, including corporation ownership of the real property.

4 A homestead exemption should be denied, for the reasons set
5 forth herein, and in other pleadings filed in the bankruptcy case,
6 which indicate conduct to hinder, delay, and/or defraud creditors.

7 If there is any homestead exemption, there should be a cap on
8 the amount that is far less than what is claimed. The Debtor is
9 only Evander Kane, and not his wife. The Debtor is 29 years old
10 and healthy, and the maximum homestead should be a fraction of what
11 is claimed. If Kane contends that the ownership of the real
12 property was actually personal and individual ownership through
13 Lions Properties, that would establish that as of the date in 2020
14 that Lions Properties acquired it, which is long before the
15 \$600,000 homestead exemption in California became available and was
16 enacted (which was on 1/1/21). The homestead exemption in 2020 for
17 Evander Kane only would have been probably a maximum of
18 approximately \$75,000.

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21 Dated: March 25, 2021

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STEPHEN G. OPPERWALL

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/s/ Stephen G. Opperswall

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Attorneys for Creditor
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26 objections by PB re exemption homestead.doc.wpd

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